

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: 21 June 2006

Division: Growth Management

Bulk Item: Yes X No

Department: Marine Resources

Staff Contact: George Garrett

AGENDA ITEM WORDING:

Approval of an amendment to the Contract between Monroe County and Comcast to provide continuing media services in support of public education concerning the No Discharge Zone in place within state waters of the Florida Keys National Marine Sanctuary.

ITEM BACKGROUND:

The County currently has a contract with Comcast to provide media services in support of public education concerning the No Discharge Zone. This amendment would extend the contract for an additional year at a cost of \$39,856. A one minute media spot is provided on nine channels once per day for a year's duration. In addition, a message will be provided on the "Weather Crawl" on the Weather Channel throughout the day for the period of a year. Funds will be provided for the service from the Boating Improvement Fund. This year, enforcement officers will begin to enforce the No Discharge Regulation, as such it is felt that an additional year of public education through the media is essential to ensure that the message gets out that certain categories of vessels must have marine sanitation devices and in no case may those vessels pump their waste overboard.

PREVIOUS RELEVANT BOCC ACTION:

March 2004 – Contract with Comcast to provide 1 year of media service

April 2005 – extension of Comcast Contract

CONTRACT/AGREEMENT CHANGES:

Modification to add 1 year of service at a cost of \$39,856.

STAFF RECOMMENDATIONS;

Approval

TOTAL COST: \$39,856

BUDGETED: Yes X No

COST TO COUNTY: \$39,856

SOURCE OF FUNDS: BIF Fund

REVENUE PRODUCING: Yes No X **AMOUNT Per Month** **Year**

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL: Ty Symroski
Ty Symroski, Director of Growth Management

DOCUMENTATION: Included X Not Required

DISPOSITION:

AGENDA ITEM NO.:

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Comcast Spotlight

Contract #

Effective Date: 06/21/06

Expiration Date: 06/30/07

Contract Purpose/Description:

Comcast Spotlight media services for No Discharge Zone and Pump Out Services

Contract Manager: George Garrett
(Name)

2507
(Ext.)

Marine Resources / 11

for BOCC meeting on 06/21/06

Agenda Deadline: 06/05/06

CONTRACT COSTS

Total Dollar Value of Contract: \$ 39,856

Current Year Portion: \$ 37856

Budgeted? Yes ☒ No ☐

Account Codes: 157-62520-530340-

Grant: \$ 0

County Match: \$ 39,856

ADDITIONAL COSTS

Estimated Ongoing Costs: \$NA/yr
(Not included in dollar value above)

For: NA

(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

Division Director _____ Date In _____ Changes Needed Yes ☐ No ☐ 7/1/20 Reviewer 6/7/20 Date Out _____

Risk Management 105-06 Yes ☐ No ☒ 881.500000 65-06

O.M.B./Purchasing Yes ☐ No ☐ *X blanton gandy 6/6/01*

County Attorney _____ Yes ☐ No ☐

Comments: _____

BROADCAST SERVICES CONTRACT

THIS CONTRACT AMENDMENT is made and entered into this 21st day of June, 2006, by and between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY (COUNTY), and FLORIDA KEYS COMCAST (COMCAST).

Section 1. Scope. The COUNTY and COMCAST, for the consideration named agree to extend their contract for media services, originally entered into on April 21, 2004 and first amended on April 20, 2005, concerning the No Discharge Zone in place within state waters of the Florida Keys National Marine Sanctuary for one additional year: The Scope of such additional services are provided as Attachment 1 – Detailed Scope of Services and Payment Schedule. The total amount of all services will be \$39,856.00.

Section 2. Reporting. In consideration of the services described above, COMCAST agrees to provide notarized verification of all media broadcast required under this Contract amendment.

Section 3. Payment. The COMCAST will provide regular invoices for services agreed upon under this Contract Amendment with no greater frequency than monthly. The COUNTY will process invoices from COMCAST within 30 days of receipt. Invoices for such services will be

provided to the COUNTY and reimbursement will be made in accordance with Attachment 1 – Detailed Scope of Services and Schedule of Payments.

Section 4. The effective date of this Contract Amendment is 1 May, 2006. The termination date, without further amendment, is 30 June 2007.

Section 5. **IN WITNESS WHEREOF** each party hereto has caused this Agreement to be executed by its duly authorized representative.

(SEAL)
Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Deputy Clerk

By _____
Mayor/Chairman

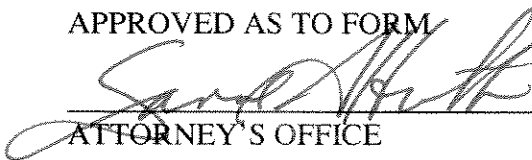
(SEAL)
Attest:

COMCAST

By _____
Title _____

By _____
Title _____

APPROVED AS TO FORM

 6/05/06
ATTORNEY'S OFFICE

VIEW32 Report

No Discharge Group 52 Week

5/26/2006 9:20AM

Est #

Miami-Ft. Lauderdale



Client:
Buyer:
Advertiser:
Product:
Sched Dates: 06/19/06 - 06/17/07

Asst: Shelly Gritz
Phone: (954) 628-1542
Fax: (954) 628-1440
Email: rochele.parcher@cable.comcast.com

Lengths: 30
Dayparts:

All-Wks Avrg

Notes	Rate	Spt/ Wk	Spt Tot	DP Code	Src	Start Date	End Date	Wk 1 - Wk 52					Wk 1 6/19 '06	Wk 2 6/26 '06	Wk 3 7/3 '06	Wk 4 7/10 '06	Wk 5 7/17 '06	Wk 6 7/24 '06
								Progs	Imp	CP	CP %	Rich %						
Miami-Ft. LAUDERDALE Feb06 C- DMA Nielsen #	\$30576.00		3276						39882	\$35	61.5%	14.2	63	63	63	63	63	63
4632, Florida Keys	\$30576.00		3276						39882	\$35	61.5%	14.2	63	63	63	63	63	63
CNN -TV	\$4004.00		364						57714	\$37	12.6%	10.0	7	7	7	7	7	7
M-Su 5a-12m	\$11.00	7	364		TP			VARIOUS	159	\$37	12.6%	10.0	7	7	7	7	7	7
DSC -TV	\$3276.00		364						14355	\$90	4.2%	7.5	7	7	7	7	7	7
M-Su 5a-12m	\$9.00	7	364		TP			VARIOUS	39	\$90	4.2%	7.5	7	7	7	7	7	7
AEN -TV	\$2912.00		364						12098	\$80	2.9%	9.1	7	7	7	7	7	7
M-Su 5a-12m	\$8.00	7	364		TP			VARIOUS	33	\$80	2.9%	9.1	7	7	7	7	7	7
TNT -TV	\$3640.00		364						11858	\$14	15.4%	16.9	7	7	7	7	7	7
M-Su 5a-12m	\$10.00	7	364		TP			VARIOUS	326	\$14	15.4%	16.9	7	7	7	7	7	7
LIF -TV	\$3640.00		364						41635	\$33	10.6%	8.6	7	7	7	7	7	7
M-Su 5a-12m	\$10.00	7	364		TP			VARIOUS	114	\$33	10.6%	8.6	7	7	7	7	7	7
TBSC-TV	\$4004.00		364						51995	\$37	11.4%	10.0	7	7	7	7	7	7
M-Su 5a-12m	\$11.00	7	364		TP			VARIOUS	143	\$37	11.4%	10.0	7	7	7	7	7	7
ESPN-TV	\$4732.00		364						40766	\$65	12.6%	7.1	7	7	7	7	7	7
M-Su 5a-12m	\$13.00	7	364		TP			AVG. ALL	112	\$65	12.6%	7.1	7	7	7	7	7	7
USA -TV	\$2912.00		364						52331	\$27	12.8%	9.0	7	7	7	7	7	7
M-Su 5a-12m	\$8.00	7	364		TP			AVG. ALL	144	\$27	12.8%	9.0	7	7	7	7	7	7
ESX -TV	\$1456.00		364						9350	\$40	2.0%	10.0	7	7	7	7	7	7
M-Su 5a-12m	\$4.00	7	364		TP			AVG. ALL	26	\$40	2.0%	10.0	7	7	7	7	7	7
Total	\$30576.00		3276						39882	\$35	61.5%	14.2	63	63	63	63	63	63

All-Wks Avrg

	Wk 7 7/31 '06	Wk 8 8/7 '06	Wk 9 8/14 '06	Wk 10 8/21 '06	Wk 11 8/28 '06	Wk 12 9/4 '06	Wk 13 9/11 '06	Wk 14 9/18 '06	Wk 15 9/25 '06	Wk 16 10/2 '06	Wk 17 10/9 '06	Wk 18 10/16 '06	Wk 19 10/23 '06	Wk 20 10/30 '06	Wk 21 11/6 '06	Wk 22 11/13 '06	Wk 23 11/20 '06	Wk 24 11/27 '06	Wk 25 12/4 '06	Wk 26 12/11 '06	Wk 27 12/18 '06	Wk 28 12/25 '06
MIAMI-FT. LAUDERDALE Feb06 C- DMA Nielsen #	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63
4632, Florida Keys	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63
CNN -TV	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7
M-Su 5a-12m	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7
DSC -TV	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7
M-Su 5a-12m	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7
AEN -TV	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7
M-Su 5a-12m	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7
TNT -TV	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7
M-Su 5a-12m	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7
LIF -TV	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7
M-Su 5a-12m	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7
TBSC-TV	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7
M-Su 5a-12m	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7
ESPN-TV	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7
M-Su 5a-12m	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7
USA -TV	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7
M-Su 5a-12m	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7
ESX -TV	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7
M-Su 5a-12m	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7
Total	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63

All-Wks Avrg

	Wk 29 1/1 '07	Wk 30 1/8 '07	Wk 31 1/15 '07	Wk 32 1/22 '07	Wk 33 1/29 '07	Wk 34 2/5 '07	Wk 35 2/12 '07	Wk 36 2/19 '07	Wk 37 2/26 '07	Wk 38 3/5 '07	Wk 39 3/12 '07	Wk 40 3/19 '07	Wk 41 3/26 '07	Wk 42 4/2 '07	Wk 43 4/9 '07	Wk 44 4/16 '07	Wk 45 4/23 '07	Wk 46 4/30 '07	Wk 47 5/7 '07	Wk 48 5/14 '07	Wk 49 5/21 '07	Wk 50 5/28 '07
MIAMI-FT	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63
LAUDERDALE Feb06 C-																						
DMA Nielsen #																						
4632, Florida Keys	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63
CNN -TV	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7
M-Su 5a-12m	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7
DSC -TV	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7
M-Su 5a-12m	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7
AEN -TV	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7
M-Su 5a-12m	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7
TNT -TV	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7
M-Su 5a-12m	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7
LIF -TV	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7
M-Su 5a-12m	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7
TBSC-TV	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7
M-Su 5a-12m	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7
ESPN-TV	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7
M-Su 5a-12m	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7
USA -TV	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7
M-Su 5a-12m	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7
ESX -TV	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7
M-Su 5a-12m	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7
Total	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63	63

All-Wks Avrg		Wk 51 6/4 '07	Wk 52 6/11 '07
MIAMI-FT. LAUDERDALE Feb06 C- DMA Nielsen #		63	63
4632, Florida Keys		63	63
CNN -TV		7	7
M-Su 5a-12m		7	7
DSC -TV		7	7
M-Su 5a-12m		7	7
AEN -TV		7	7
M-Su 5a-12m		7	7
TNT -TV		7	7
M-Su 5a-12m		7	7
LJF -TV		7	7
M-Su 5a-12m		7	7
TBSC-TV		7	7
M-Su 5a-12m		7	7
ESPN-TV		7	7
M-Su 5a-12m		7	7
USA -TV		7	7
M-Su 5a-12m		7	7
ESX -TV		7	7
M-Su 5a-12m		7	7
Total		63	63

Market Summary		Adults 25-54									
		Tot \$\$	Spt Tot	GRP	CPP	GRP	CPP	GRP	CPP	GRP	CPP
MIAMI-FT. LAUDERDALE Feb06 C-DMA Nielsen #		\$30576	3276	\$35	\$35	873.6	873.6	873.6	873.6	873.6	873.6
Total		\$30576	3276	\$35	\$35	873.6	873.6	873.6	873.6	873.6	873.6

Reach % at Freq +											
	1+	2+	3+	4+	5+	6+	7+	8+	9+	10+	12+
MIAMI-FT. LAUDERDALE Feb06 C-DMA Nielsen #	61.5	61.5	61.5	61.5	61.5	61.5	61.5	61.5	61.5	61.5	61.5
Total	61.5	61.5	61.5	61.5	61.5	61.5	61.5	61.5	61.5	61.5	61.5

Reach % at Freq											
	1	2	3	4	5	6	7	8	9	10	12
MIAMI-FT. LAUDERDALE Feb06 C-DMA Nielsen #	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

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Nielsen Audience Estimates Copyright ©2006 Nielsen Media Research

Qualitative weights:

MIAMI-FT. LAUDERDALE Feb06 C-DMA Nielsen #
Cable Zones: Comcast, Florida Keys

Accepted by Agency/Advertiser: 

DATE: _____

MGR: _____

5/26/06


only pay view day
senior account executive
comcast spotlight

DANNY L. KOLHAGE
CLERK OF THE CIRCUIT COURT

DATE: May 7, 2004

TO: Timothy McGarry, Director
Growth Management Division

ATTN: Mayra Tezanos
Executive Assistant

FROM: Pamela G. Hancock 
Deputy Clerk

At the April 21, 2004, Board of County Commissioner's meeting the Board adopted the following:

Resolution No. 163-2004 concurring with the sale of surplus Florida Department of Transportation right-of-way adjacent to U.S. 1 at mile marker 27.1, bayside.

Resolution No. 167-2004 expressing concerns about a large-scale mixed use development, proposed by Atlantic Civil, Inc., referred to as the Florida City Development of Regional Impact (DRI), and directing county representatives to the South Florida Regional Planning Council and staff to communicate the county's concerns in the development review process and oppose any element or phase of the development that will negatively impact the health, safety and welfare of Monroe County citizens or will have a detrimental effect on the environment and economic base of Monroe County.

The Board also granted approval and authorized execution of the following:

✓Broadcast Services Contract between Monroe County and Florida Keys Comcast for the provision of media services to disseminate information to the public concerning the Florida Keys No Discharge Zone.

Supplemental Joint Participation Agreement #3, Contract No. AI-893 between Monroe County and the Florida Department of Transportation to amend the scope and budget to provide for the continuation and completion of the Key Largo Livable CommuniKeys planning studies.

Enclosed are certified copies of the subject Resolutions, a duplicate original of the Compacts Contract, and four duplicate originals of the JPA, executed on behalf of Monroe County, for your handling. **Please be sure to forward the fully executed JPA's marked "Monroe County Clerk's Original" and "Monroe County Finance Department's Original" to our office as soon as possible.** Should you have any questions please do not hesitate to contact this office.

cc: County Administrator - Res.167-2004
County Attorney
Finance
File ✓

BROADCAST SERVICES CONTRACT

THIS CONTRACT is made and entered into this 21st day of April, 2004, by and between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY (COUNTY), and FLORIDA KEYS COMCAST (COMCAST).

WHEREAS, the COUNTY has determined that COMCAST is a sole provider of cable broadcast services in the Florida Keys; and

WHEREAS, the COUNTY deems it important to the preservation of the environment to broadcast information and television infomercials concerning the Florida Keys No Discharge Zone;

NOW, THEREFORE, in consideration of the mutual promises contained in this contract the parties agree as follows:

1. Scope of Services:

- A. COMCAST shall provide production services for the No Discharge Zone infomercial; and
- B. COMCAST shall provide broadcasts of the infomercial as set forth in the attached Comcast Advertising Traffic Order Form and Contract Data Form; and
- C. COMCAST shall provide No Discharge Information on the Information Crawl available on the Weather Channel as specified in the attached Comcast Advertising Traffic and Data Forms, effective November 2003.

2. Term:

- A. The term of this agreement is nunc pro tunc, June 1, 2003 through March 27, 2005.

3. Payment:

- A. For all of the production services, the COUNTY shall pay an amount not to exceed forty thousand, two hundred and seventy-eight dollars (\$40,278.00), upon receipt of an invoice and supporting documentation to establish the completion of the task.
- B. The COUNTY shall pay for the broadcasts at the rates specified in the attached Traffic Order Form, upon receipt of a monthly invoice and supporting documentation to establish the broadcasts were aired.

C. Payment of approved bills shall be made to COMCAST within the time required by the Florida Prompt Payment Act.

D. Payment is contingent upon annual appropriation of funds.

4. Termination:

A. Either party may terminate this agreement upon giving the other prior written notice of at least seven days prior to the termination. COUNTY shall be responsible to pay only such fees as have been generated by services rendered prior to the termination. In no event shall COMCAST continue to provide services, other than the broadcasts which cannot be pulled off the airing schedule, after the receipt of notice of termination.

5. Records:

A. COMCAST shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the COUNTY or Clerk determines that monies paid to COMCAST pursuant to this Agreement were spent for purposes not authorized by this Agreement, the COMCAST shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to COMCAST.

6. Governing Law, Venue, Interpretation, Costs, and Fees:

A. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

- i. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the COUNTY and COMCAST agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.
- ii. The COUNTY and COMCAST agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

7. **Severability.**
 - A. If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The COUNTY and COMCAST agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.
8. **Attorney's Fees and Costs.**
 - A. The COUNTY and COMCAST agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.
9. **Binding Effect.**
 - A. The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the COUNTY and COMCAST and their respective legal representatives, successors, and assigns.
10. **Authority.**
 - A. Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.
11. **Claims for Federal or State Aid.**
 - A. COMCAST and COUNTY agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.
12. **Adjudication of Disputes or Disagreements.**

- A. COUNTY and COMCAST agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

13. Cooperation.

- A. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, COUNTY and COMCAST agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. COUNTY and COMCAST specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

14. Nondiscrimination.

- A. COUNTY and COMCAST agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. COUNTY or COMCAST agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss.

1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-

6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title

VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

15. Covenant of No Interest.

- A. COUNTY and COMCAST covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

16. Code of Ethics.

- A. COUNTY agrees that officers and employees of the COUNTY recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

17. No Solicitation/Payment.

- A. The COUNTY and COMCAST warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the COMCAST agrees that the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

18. Public Access.

- A. The COUNTY and COMCAST shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY and COMCAST in conjunction with this Agreement; and the COUNTY shall have the right to

unilaterally cancel this Agreement upon violation of this provision by COMCAST.

19. Non-Waiver of Immunity.

A. Notwithstanding the provisions of Sec. 286.28, Florida Statutes, the participation of the COUNTY and the COMCAST in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the COUNTY be required to contain any provision for waiver.

20. Privileges and Immunities.

A. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this Agreement within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.

21. Legal Obligations and Responsibilities:

A. Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the COUNTY, except to the extent permitted by the Florida constitution, state statute, and case law.

22. Non-Reliance by Non-Parties.

A. No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the COUNTY and the COMCAST agree that neither the COUNTY nor the COMCAST or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to

the community in general or for the purposes contemplated in this Agreement.

23. Attestations.

- A. COMCAST agrees to execute such documents as the COUNTY may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

24. No Personal Liability.

- A. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

25. Execution in Counterparts.

- A. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

26. Section Headings.

- A. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

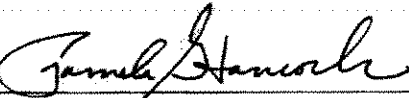
27. Indemnify/Hold Harmless.


- A. Contractor agrees to indemnify and save COUNTY harmless from and against all claims and actions and expenses incidental thereto, arising out of damages or claims for damages resulting from the negligence of Contractor, its agents, or employees while Contractor is cleaning the Airport facilities. However, Contractor shall not be liable for any claims, actions or expenses which arise from the negligent or intentional acts or omissions of the COUNTY, its agents or employees. The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

IN WITNESS WHEREOF, the parties hereto have set their signatures the date first above written.

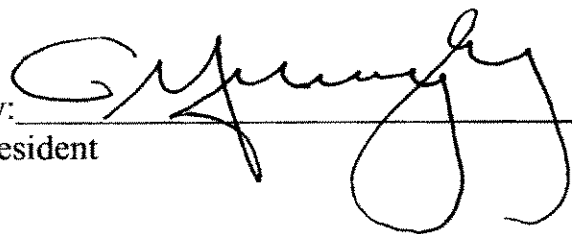
Attest:
DANNY L. KOLHAGE, CLERK

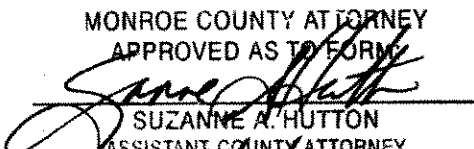
BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY

By: 
Deputy Clerk

By: 
Murray E. Nelson, Mayor
David P. Rice, Mayor Pro Tem

COMCAST

By: 
President

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 5/13/04

FILED FOR RECORD
2004 MAY -7 AM 11:52
DANNY L. KOLHAGE
CLK. CIR. CT.
MONROE COUNTY, FLA.

Date: 10/7/2003 Entered: AE G Murphy Start Date: 4/20/2004 Client # 8775 New Order ☒ NEW CLIENT ☐
 By: End Date: 5/17/2005 Contract: Revision ☐ RENEWAL CLIENT ☒
 Remarks: Generic Cancellation ☐ Broadcast Calendar ☐

Client # 8775 Agency # Rigo Firm #
 Name Monroe County Education/Outreach Name
 Address 2798 Overseas Hwy Address
 City, State Marathon, FL City, State
 Zip Code 33940 Zip Code
 Telephone 305-286-2812 Telephone
 Contact Lisa Coney/ Ft Keys Marine Sanctuary Contact

Contract Type: Standard ☐ Affidavit Type: No PGM ☐
 PSA/Promo ☐ No Cost ☐
 Political ☐ Summary ☐
 Full Detail ☐

Notary Required ☐ Yes ☐
 LOCAL ☐ NATIONAL ☐
 INFOCOMMERCIAL ☐ PRODUCTION ☐
FLORIDA KEYS
 COMCAST ADVERTISING
 TRAFFIC ORDER FORM

LN	NET	START DATE	STOP DATE	START TIME	STOP TIME	WKS	SPOTS	UNIT	TOTAL COST	DADE	N.	S.	S.	DADE	SP	CHL	MAR	KEYS	BWD	W.	DAVE	AVEN	FT.L	WSTN
1							0		\$0.00															
2							0		\$0.00															
3	TWC	4/20/2004	4/17/2005	m	m		52	140.00	\$7,280.00															
4							0		\$0.00															
5							0		\$0.00															
6							0		\$0.00															
7							0		\$0.00															
8							0		\$0.00															
9							0		\$0.00															
10							0		\$0.00															
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14							0		\$0.00															
15							0		\$0.00															
16							0		\$0.00															
17							0		\$0.00															
PAGE 1 OF 1									\$0.00															
Totals									\$7,280.00															
									Discount	0%														
									\$7,280.00															
									Net Total	\$7,280.00														

PLEASE INDICATE THE MONTHLY BILLING FOR THIS CONTRACT BELOW.

JAN	700	APR	140-420	JULY	560	OCT	700
FEB	560	MAY	700	AUG	700	NOV	560
MAR	560	JUNE	560	SEPT	560	DEC	560

By signing the above Advertiser/Agency agrees to the terms and conditions as set forth on the reverse side.

Advertiser/Agency Signature

Comcast Business Office

George Murphy c/o



1010 Kennedy Dr
Key West, FL 33040

INVOICE

4/5/04

Monroe County Education Outreach
Lisa Corey

Contract # 58380 Weather

Month	Invoice	Amount
11.03	106057	420.00
12.03	107624	560.00
1.04	108989	560.00
2.04	110267	700.00
Total Due		\$2,240

Clerk of The Circuit Court


Danny L. Kolhage

Phone: 292-3550 Fax: 295-3663

Memorandum

To: Tim McGarry,
Growth Management Director

Attn: Mayra Tezanos,
Executive Assistant

From: Isabel C. DeSantis, 
Deputy Clerk

Date: Tuesday, July 05, 2005

At the June 15, 2005 Regular BOCC meeting, the following item was approved:

Amendment 1 to Broadcast Services Contract between Monroe County and Comcast to provide continuing media services in support of public education concerning the No Discharge Zone in place within state waters of the Florida Keys National Marine Sanctuary.

Enclosed please find a fully executed copy of the subject document for your handling. Should you have any questions, please do not hesitate to contact me.

Cc: County Attorney
✓ File

Amendment 1
BROADCAST SERVICES CONTRACT

THIS CONTRACT AMENDMENT is made and entered into this 20th day of April, 2005, by and between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY (COUNTY), and FLORIDA KEYS COMCAST (COMCAST).

Section 1. Scope. The COUNTY and COMCAST, for the consideration named agree to extend their contract for media services concerning the No Discharge Zone in place within state waters of the Florida Keys National Marine Sanctuary for one additional year: The Scope of such additional services are provided as **Attachment 1 – Detailed Scope of Services and Payment Schedule.**

Section 2. Reporting. In consideration of the services described above, COMCAST agrees to provide verification of all media broadcast required under this Contract amendment.

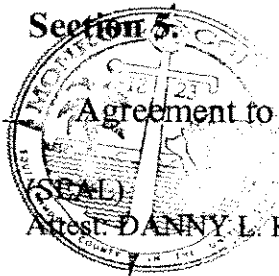
Section 3. Payment. The COMCAST will provide regular invoices for services agreed upon under this Contract Amendment with no greater frequency than monthly. The COUNTY will process invoices from COMCAST within 30 days of receipt. Payment for such services will be

provided to the COUNTY and reimbursed will be made in accordance with

Attachment 1 – Detailed Scope of Services and Schedule of Payments.

Section 4. The effective date of this Contract is 20 April, 2005. The termination date, without further amendment, is 30 April 2006.

Section 5. **IN WITNESS WHEREOF** each party hereto has caused this Agreement to be executed by its duly authorized representative.



Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By Daniel C. DeSantis
Deputy Clerk 5-18-05

By Reggie M. Spivey
Mayor/Chairman

(SEAL)
Attest:

COMCAST

By _____
Title _____

By [Signature]
Title Account Exec
6/17/05

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

[Signature]
ATTORNEY'S OFFICE

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
[Signature]
SUZANNE A. HUTTON
PUBLIC DEFENDER ATTORNEY
Date 4/04/05

FILED FOR RECORD
05 JUL -1 AM 10:20
DANNY L. KOLHAGE
CLK. CIR. CT.
MONROE COUNTY, FLA

ATTACHMENT 1

Detailed Scope of Services and Schedule of Payments

By signing the above Advertiser/Agency agrees to the terms and conditions as set forth on the reverse side